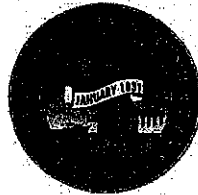


**PROFESSIONAL SERVICES AGREEMENT**

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION  
DEMONSTRATION GRANTS (\$200,000)**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**JUSTICE ADVISORY COUNCIL**

**AND**

**BUILD, INC.**

**CONTRACT NO. 1653-15264B**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 29 2016**

# PROFESSIONAL SERVICES AGREEMENT

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#### **List of Exhibits**

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and BUILD, Inc., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Violence Prevention, Intervention and Reduction Demonstration Grants (\$200,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** or **"SubContractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.



Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence: \$ 1,000,000

General Aggregate: \$ 2,000,000

Completed Operations Aggregate: \$ 2,000,000

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**I) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2016 ("**Effective Date**") and continue until July 31, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.



In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**g) Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.
- b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.



The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council  
69 West Washington Street, Suite 1100  
Chicago, Illinois 60602  
Attention: Lanetta Haynes Turner, Director

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: BUILD, Inc.  
180 North Wabash Avenue, Suite 750  
Chicago, Illinois 60601  
Attention: Adam M. Alonso, Executive Director

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

#### **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.



**EXHIBIT 1**

**SCOPE OF SERVICES**

## Section C: Executive Summary & Organizations Chart

BUILD (Broader Urban Involvement and Leadership Development), Inc. is a 501(c)3 nonprofit youth service agency that for 47 years has been engaging at-risk, gang-affiliated, and court-involved youth in schools and on the streets so they can realize their educational and career potential and contribute to the well-being of our communities. Headquartered in the Austin community since 2012, BUILD serves over 2,000 youth and families annually in Austin, East Garfield Park, Humboldt Park/West Town, Logan Square/Hermosa, and Fuller Park/Grand Boulevard, through the BUILD Model—best-practice services in violence prevention and gang intervention, college and career preparation, and leadership development, integrating health and wellness and arts programming throughout. These services empower young people to avoid the criminal justice system, gain the skills necessary to complete formal education and secure employment, and reach their full potential.

Research and BUILD's experience strongly indicate that athletic and arts enrichment activities are a highly effective ways to engage at-risk youth, and can act as a bridge to other critical interactions and services and supports such as violence and gang intervention and prevention, mentoring, college and career preparation, and health and wellness (Ewing and Seefeldt, 1997).

In FY17, BUILD will leverage its current resources and programs to launch its Safe Space-Safe Play initiative, a multi-faceted strategy to reduce, prevent and intervene in violence in the Austin community through a combination of community and youth engagement, the creation of safe spaces, enhanced and expanded arts and athletic programming, the establishment of an Austin Youth Leadership Council and intensive mentoring for at-risk youth. Because it is critical to recognize and address the environmental, social, and individual risk factors associated with increased violence, the Safe Space-Safe Play initiative will provide an array of services,

## Section C: Executive Summary & Organizations Chart

supports and activities targeted to each of these three domains.

**Environmental/Community:** Safe Space-Safe Play will address key environmental/community-level risk factors by employing year-round community outreach and engagement activities and events, creating safe spaces and opportunities for community to gather and connect, access BUILD's comprehensive programs, and identify at-risk youth for services. Prevention staff will run neighborhood "pop-ups," bringing arts and games to blocks that have high levels of violence, community-wide family events, and plan and paint neighborhood outdoor murals. **Social:** The initiative will address social risk factors helping youth develop social-emotional skills necessary for healthy relationships through an array of youth development and recreational activities.

These activities include community mural projects, visual and performing arts, sports (basketball, football, softball, volleyball), an Austin Youth Leadership Council incorporating a restorative justice, anger management, and civic engagement curriculum. In addition, an Austin Youth Leadership Council will be established incorporating Prevention and Intervention programming at BUILD's BLOCK 51 youth center. **Individual:** Finally, Safe Space-Safe Play will address individual risk factors through intensive, individualized mentoring by Intervention staff and provision of wraparound services targeting young people at high risk for involvement in violence and gang activity.

BUILD has a strong track record of providing violence prevention, intervention and youth development services to at-risk youth, with over 20 years working with court-involved and formerly incarcerated youth on Chicago's West Side. BUILD's successful track record with this population is evidenced by FY15 outcomes for our young people:

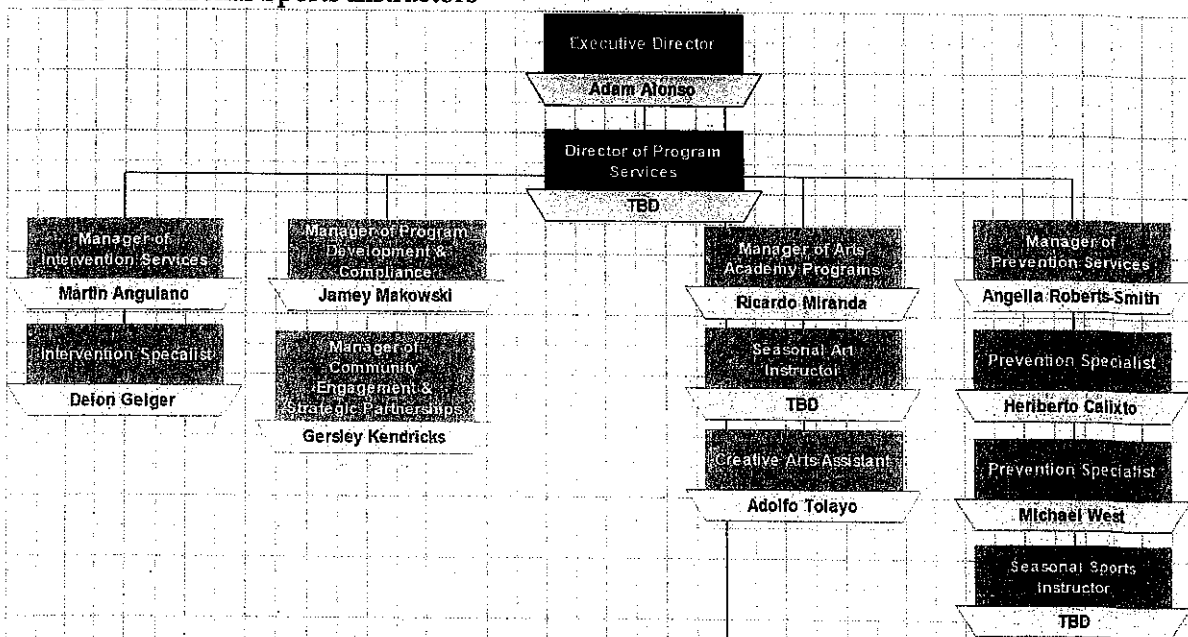
- 95% of BUILD youth were promoted to the next grade level, keeping them in school and on track for better futures.

## Section C: Executive Summary & Organizations Chart

- 89% of college-aged youth in our BUILDing Futures program were accepted to college.
- 91% of youth in BUILD's Intervention program avoided recidivism, versus 20%-30% of non-BUILD youth.
- 99% of youth in BUILD's Prevention program avoided gang affiliation.

Safe Space-Safe Play will be implemented by a diverse cohort of youth development professionals reflecting the culture of the participant population. Key personnel include:

- Adam M. Alonso – Executive Director
- TBD – Director of Program Services
- Jamey Makowski—Manager of Program Development and Compliance
- Gersley Kendricks – Manager of Community Engagement and Strategic Partnerships
- Martin Anguiano – Manager of Intervention Services
- Deion Geiger – Intervention Specialist
- Mike West – Prevention Specialist
- Angella Roberts-Smith – Manager of Prevention Services
- Heriberto “Coco” Calixto – Sports Coordinator
- Ricardo Miranda – Manager of Arts Academy
- Adolfo Tolayo – Creative Art Assistant
- TBD – Seasonal Art Instructors
- TBD – Seasonal Sports Instructors



## Section C: Description of Problem and Target Population

Chicago has one of the highest gang and youth violence rates in the nation, and the Austin community experiences some of the highest rates of crime, violence, and gang activity in Chicago. In 2015, there were 51 homicides in Austin (up 46% from 2014), and 88% were gun homicides; over 70% of victims were under the age of 25 (DNA Chicago). And 2016 is shaping up to be one of the deadliest years since the late 1990s: murder in Austin is up 250% from this time in 2015 (Chicago Police Department). Rather than organized “gang warfare,” most gun violence in Austin is the result of interpersonal conflict between youth. The Mayor’s Commission for a Safer Chicago concludes, most shootings “are the result of seemingly minor, impulsive ‘heat of the moment’ conflicts over personal grudges and insults to the perpetrator’s family, girlfriend, or gang.” Research supports that at the root of most urban violence is perceived “disrespect” that engenders vicious cycles of confrontation, violence, and retaliation among a small group of youth (Arrigo 2014). Perhaps no other group is more affected by gun violence than young people, who are both victims and perpetrators. Childhood exposure to trauma and violence puts youth at significantly greater risk for a range of negative outcomes, including anxiety, depression, aggressive disruptive behaviors, posttraumatic stress disorder, alcohol and drug abuse, and early death. (Mayor’s Commission for a Safer Chicago, 2015).

Research in youth violence prevention identifies multiple risk factors associated with increased youth violence, and the CDC advocates that violence prevention best practices take a comprehensive approach, incorporating strategies to address risk factors in all of the key domains: individual, social/peer, community, and society. While BUILD’s Safe Space-Safe Play initiative cannot address the systemic economic and social disparities in Austin, it will provide an array of services, supports and activities targeted to each of these three important domains:

- 1) **Environment and Community:** Austin’s high rates of poverty, unemployment, and gang

## Section C: Description of Problem and Target Population

involvement combined with under-resourced schools contribute to community violence. It has one of Chicago's highest "Hardship Indicators" (73); 88% of its 16-19-year-olds and 57% of 20-24-year olds are unemployed. Austin also lacks a culture of academic success: only 10% of adults have a college degree (2014 ACS), and youth attend under-resourced schools where over 30% of students drop out (Chicago Tribune, 2014) These schools offer few mentoring opportunities and have cut funding for arts and athletics, often the only positive outlets for young people. Through community outreach and engagement activities and events, Safe Space-Safe Play will create opportunities for community to interact, raise awareness about existing programs, create safe spaces, facilitate new partnerships, and identify at-risk youth for services. 2) **Social and Peer:** Austin's high levels of gang violence, social isolation, and lack of positive role models result in youth being exposed to negative lifestyles while lacking access to positive, pro-social alternatives that foster positive choices. Poor conflict resolution skills and gang activity as a way to fill unmet social, self-esteem and security needs help contribute to violence. Safe Space-Safe Play will help at-risk youth develop social-emotional skills for healthy relationships through an array of youth development and recreational activities incorporating a restorative justice, anger management, and civic engagement curriculum into group activities. 3) **Individual:** Austin has a high concentration of youth at risk for grade failure and school dropout, high levels of trauma, substance abuse, gang involvement and incarceration, all of which are risk factors for youth violence and indicate the need for intervention on an individual level. Mentoring programs are an essential youth violence prevention strategy (CDC), and a key component of Safe Space-Safe Play will be the addition of full-time Intervention Specialist dedicated to engaging and providing intensive, individual mentoring, crisis intervention, mediation, court advocacy, academic assistance, and life skills development services.

## Section C: Description of Problem and Target Population

While Safe Space-Safe Play will target youth and families throughout Austin, the initiative will specifically engage and track individual outcomes for 50 Austin youth, ages 12-19.

Participants will include: gang-affiliated youth; middle and high-school students exhibiting poor performance or behavioral problems in school; youth charged with crimes such as drugs, gang activity, and theft; youth mandated to BUILD as an alternative to detention; youth on probation; youth released from detention; and youth put at risk by their family situation, peer group, or neighborhoods. BUILD anticipates the following demographics:

Race/Ethnicity	
African-American	95 %
Hispanic	2 %
Caucasian	1 %
Multi-racial	1 %

Gender	
Male	70 %
Female	30 %

Age	
11-15	70 %
16-20	30 %
21-25	10 %

This population exhibits an overwhelming number of risk factors for violence involvement: *Most are young, male, and African-American*: U of C Crime Lab confirms “the dramatic overrepresentation of young males and firearms in homicide,” and since 2010, 75% of murder victims were black; and over 50% were youth (City of Chicago). *Most are gang-affiliated*: According to the City of Chicago, 47% of shooting victims age 17 and younger were gang affiliated, and 60% for those over 18. *Many are court-involved*: 70% of youth shooting victims had at least one prior arrest and 24% had multiple arrests. *Most attend failing schools or have dropped out*: While school attendance and graduation are critical protective factors against violence involvement (Regoli 2014), over half of Austin’s schools are on probation for poor performance, some with graduation rates as low as 48%. Having worked with black and Latino youth from disadvantaged communities for 47 years, including more than 20 years working with court-involved and formerly incarcerated youth on Chicago’s West Side, BUILD has a strong track record addressing the complex array of risk factors impacting this population as well as the deep ties and trust with the community to help these youth achieve future success.

## Section E: Proposed Program & Implementation Schedule

Research and BUILD's experience strongly indicate that athletic and arts enrichment activities are a highly effective way to engage at-risk youth, and can act as a bridge to other critical services and supports such as violence and gang intervention and prevention, mentoring, college and career preparation, and health and wellness (Ewing and Seefeldt, 1997). In FY17, BUILD will leverage its current resources to launch its **Safe Space-Safe Play** initiative, a multi-faceted strategy to reduce, prevent and intervene in violence in the Austin community through a combination of community and youth engagement, the creation of safe spaces, enhanced and expanded arts and athletic programming, the establishment of an Austin Youth Leadership Council and intensive mentoring for at-risk youth. Because it is critical to recognize and address the environmental, social, and individual risk factors associated with increased violence, the Safe Space-Safe Play initiative will provide an array of services, supports and activities targeted to each of these three domains. It will address key **environmental** risk factors by employing year-round community outreach and engagement, creating safe spaces and opportunities for community members to gather, access BUILD's comprehensive programs, and identify at-risk youth for services. It will address **social** risk factors helping youth develop social-emotional skills necessary for healthy relationships through an array of youth development and recreational activities incorporating a restorative justice, anger management, and civic engagement curriculum into group activities. Finally, Safe Space-Safe Play will address **individual** risk factors through intensive, individualized mentoring and wraparound services targeting young people at high risk for involvement in violence and gang activity. Commencing in the summer when rates of violence escalate, Safe Space-Safe Play will produce year-round activities focused on



## **Section E: Proposed Program & Implementation Schedule**

addressing the aforementioned risk factors and programs designed to build community, engage young people in prosocial activities, and provide mentoring to youth identified as high risk for violence. BUILD anticipates it will take multiple exposures to programming to build the trust required to maximize participation and structured programs provide multiple entry points for participation. Key components of Safe Space-Safe Play include:

### **Environmental**

**Pop-up Violence Prevention Events:** BUILD will hold six “Pop-ups” during the summer when incidents of violence accelerate. A Pop-up is a small block party, “taking back” a street that has been experiencing violence by providing food, arts, music, games, and athletic and family activities to reestablish safe space, create opportunities for healthy interactions and engage community members often held hostage by fear of violence. Families learn about BUILD services and ways they can engage with their community.

**Community Family Nights:** After the cold weather pushes activities indoors, Safe Space-Safe Play will continue its community-building programming by bringing “Pop Ups” indoors. Partnering with Austin community sites such as Christ the King High School, Austin Town Hall, Leland Elementary, and Michele Clark Magnet High School, BUILD will hold six Family Nights throughout FY17. With volleyball, basketball, arts enrichment, family resources/activities, providing a safe space for residents, young and old alike, to gather and connect. Additional community-wide events include BUILD’s Back to School Bash, an outdoor family movie night, and Summer Peace March.

### **Social**

**Athletic Mini-Tournaments:** Based on BUILDs successful Peace League model, BUILD will hold mini-tournaments throughout the year; 6 outdoor basketball

## **Section E: Proposed Program & Implementation Schedule**

tournaments, 2 flag football tournaments, 14 softball games and 2 tournaments and 3 volleyball tournaments throughout FY17, at our partner sites in Austin, bringing together young people from different organizations, different parts of Austin, different schools, and gangs. A core component of the league will be the incorporation of BUILD's Prevention curriculum into the organizing/team-building phase of each tournament with Prevention staff leading "peace circles," anger management and life-skills workshops.

**Mural Painting/Restorative Justice:** Based on the recent completion of a peace mural at the Cook County Juvenile Detention Center's Evening Reporting Center, Arts Academy staff will engage young people and the community in designing and painting two outdoor murals in Austin over the summer—one at Everlasting Love Outreach Ministries at Cicero and Adams and the other at BUILD's headquarters—as part of a community engagement, restorative justice and community beautification strategy.

**Austin Youth Leadership Council:** BUILD will work with the Westside Health Authority in establishing an Austin Youth Leadership Council (AYLC) made up of 20 young people from around the Austin community. The AYLC will provide young people with opportunities for civic engagement, community building, peer mentorship as well as field trips exposing them to life outside Austin, and connect youth from across the community to create and lead service projects to improve Austin.

**Block 51:** BUILD's new Youth Center, located at its Austin headquarters, serves as a hub for our after-school programming as well as a much-needed safe space in the Austin community. Block 51 holds six-week cycles of comprehensive youth development programming including arts programming, STEM activities, leadership development, college and career preparation, health and wellness education, academic tutoring, chess

## **Program Evaluation**

BUILD is committed to evaluating its services and documenting their impact through data-driven quantitative and qualitative evaluation tools, and has been recognized by Social Solutions and After School Alliance for its effective use of data and measurement outcomes. BUILD is in its fourth year of utilizing Efforts to Outcomes (ETO), an industry-standard, comprehensive evaluation and reporting database that tracks and collects data on services provided and youth progress toward established goals. ETO tracks both quantitative and qualitative data and offers customized reporting capabilities to effectively manage the compliance process. Each of BUILD's programs has a specific set of indicators measuring program success. Safe Space-Safe Play indicators include: recidivism; grade promotion; grade improvement; school attendance; high school graduation or GED completion; disciplinary action; and employment.

BUILD will monitor the implementation of Safe Space-Safe Play and track youth progress toward program goals using: daily activity forms; bi-weekly activity rosters; and monthly, quarterly, and year-end reports submitted by program staff in ETO. Progress on each youth's Mutual Accountability Plan is tracked in ETO. Impact is measured through comparisons of initial and year-end youth assessments; report cards and progress reports; grade promotion; and analysis of ETO data.

Safe Space-Safe Play is designed to prevent, interrupt, and reduce violence in the Austin community through a combination of community and youth engagement, the creation of safe spaces, enhanced and expanded arts and athletic programming, and intensive mentoring for at-risk youth. It fulfills this mission by meeting the following goal, objectives, and outcomes:

Goal	Service Area	Objectives	Outcomes
Safe Space-Safe Play will reduce violence in the Austin community	Community Engagement	<p><b>Objective 1:</b> Austin families will attend Safe Space-Safe Play community events</p> <p><b>Objective 2:</b> BUILD will create new opportunities for community members to connect and engage in positive activities in their community.</p> <p><b>Objective 3:</b> BUILD will recruit youth from Safe Space-Safe Play events</p>	<p><b>Outcome 1.1:</b> 210 youth and adults total will participate in 6 events.</p> <p><b>Outcome 1.2:</b> 600 youth and adults will attend 6 Family Night.</p> <p><b>Outcome 1.3:</b> 525 youth will participate in sports games and tournaments throughout the year.</p> <p><b>Outcome 1.4:</b> 135 youth will participate in Arts programming at Block 51 throughout the year.</p> <p><b>Outcome 1.5:</b> 20 youth will participate in the painting of two community murals.</p> <p><b>Outcome 2.1:</b> A minimum of 250 adults and families who previously did not attend community events will participate in Safe Space-Safe Play</p> <p><b>Outcome 3.1:</b> 50 youth will be recruited for intensive mentoring and case management from the Safe Space-Safe Play events.</p> <p><b>Outcome 3.2:</b> 20 youth will be recruited for the Austin Youth Leadership Council.</p>
	Peer Socialization	<p><b>Objective 4:</b> Youth will be better equipped to manage anger and build healthy relationships</p>	<p><b>Outcome 4.1:</b> 90% of youth will report decreased anger and knowledge of coping skills after attending peace circle or anger management/life skills workshop.</p> <p><b>Objective 4.2:</b> 85% of mini-tournament and mural participants report developing new, positive peer-to-peer relationships.</p> <p><b>Objective 4.3:</b> 40 youth will attend BUILD programming at Block 51 on a weekly basis</p>
	Intensive Individual Mentoring	<p><b>Objective 5:</b> Youth will increase pro-social behavior</p> <p><b>Objective 6:</b> Youth will show a decrease in aggressive behavior</p> <p><b>Objective 7:</b> Youth will decrease gang involvement</p>	<p><b>Outcome 5.1:</b> 90% youth will participate in afterschool, civic or leadership programs.</p> <p><b>Outcome 6.1:</b> 85% youth will report a decrease in negative peer-to-peer interactions.</p> <p><b>Outcome 7.1:</b> 90% of youth in intensive mentoring services will avoid gang involvement or have broken gang ties</p> <p><b>Outcome 7.2:</b> 90% percent of youth will decrease court involvement.</p> <p><b>Outcome 7.3:</b> Intervention staff will assist with 10 gang detachments.</p> <p><b>Outcome 7.4:</b> 85% of youth will be promoted to the next grade.</p>

## Section E: Proposed Program & Implementation Schedule

tournaments, and special events such as youth dances, movie nights and book clubs. It is also home base for BUILD's Arts Academy offering theater, dance, music and arts.

### Individual

**Intensive mentoring:** Central in Safe Space-Safe Play’s community and youth development activities will be the identification and recruitment of 50 high-intensity need youth, aged 12-19 years, for intensive mentoring by an Intervention Specialist, and services such as crisis intervention, mediation, court advocacy, school enrollment, academic assistance, employment preparation and placement, and life skills development. To address their multifaceted and co-occurring needs, youth will have access to BUILD’s comprehensive wraparound services and ensure that needs outside the agency’s scope (i.e. housing, substance abuse treatment) are met through its network of referral partners.

[illegible]

## **Section G: Qualifications of the Proposer**

Founded in 1969 as a pioneering gang intervention program serving fewer than 200 youth in Chicago's West Town community, BUILD has established itself as a leader in gang intervention, violence prevention, and youth development. Today, BUILD impacts the lives of nearly 2,000 youth and families each year, in five of the City's most challenged communities—Austin, East Garfield Park, Humboldt Park, Logan Square/Hermosa, and Fuller Park/Grand Boulevard. Currently, BUILD employs 45 staff members, a diverse group that reflects the population we serve, including former gang leaders, social workers, longtime neighborhood residents, reintegrated offenders, and not-for-profit professionals. Over BUILD's 47-year history, it has provided more than 100,000 youth with the tools and support they need to resist making destructive choices, succeed in school and reach their full potential. Historical accomplishments include:

**1993** Began Project BUILD as a Rehabilitation and Reintegration Program at the Cook County Juvenile Temporary Detention Center to reduce recidivism among released youth

**2003** Launched BUILDing Futures, a college and career preparation program

**2006** Formalized all programs within the BUILD Model methodology

**2012** Moved to its new location in Chicago's Austin neighborhood

**2015** Expanded services to South Side communities

**2015** Opened its Youth Center, "Block 51," providing enriched arts, academic, and health programming in a safe space for young people to gather in its Austin headquarters.

Over the past 10 years, BUILD has been sought out by local, state, and national government agencies to provide youth development, employment, and educational services, including our current grant from the Cook County Justice Advisory Council in Fuller Park/Grand Boulevard. Please see the table below for further details:

## Section G: Qualifications of the Proposer

Relevant Projects	Grant Period	Overall Project Goal	Selected Outcomes
<p>U.S. Dept. of Education: <i>Talent Search</i></p> <p>\$224,000 annually</p>	<p>2006-2011; Renewed 2011-present</p>	<p>Increase access to post-secondary enrollment for high-risk, low-income students</p>	<ul style="list-style-type: none"> <li>• 96% of high school seniors graduated or received a GED.</li> <li>• 96% of college-ready students enrolled in college.</li> </ul>
<p>Illinois State Board of Education: <i>21<sup>st</sup> Century Community Learning Center</i></p> <p>\$150,000 annually</p>	<p>2005; Renewed 2006-present</p>	<p>Improve the academic performance of at-risk youth</p>	<ul style="list-style-type: none"> <li>• 43% youth exceeding ISAT reading standards (compared to the State's 39%)</li> <li>• 57% youth exceeding ISAT math standards (compared to the State's 44%)</li> </ul>
<p>Cook County Justice Advisory Council: <i>Recidivism Reduction</i></p> <p>\$100,000 annually</p>	<p>2015-2016</p>	<p>Provide alternatives to detention and reduce recidivism in two South Side neighborhoods</p>	<ul style="list-style-type: none"> <li>• 90% have avoided recidivism</li> <li>• 68% of youth have decreased negative use of free time</li> <li>• 84% of youth are enrolled in a formal education program</li> </ul>
<p>City of Chicago Department of Family and Support Services: <i>Intensive Youth Services</i></p> <p>\$135,000 annually</p>	<p>2004; Renewed 2005- present</p>	<p>Work with gang-affiliated youth to decrease negative behaviors and promote healthy decision making</p>	<ul style="list-style-type: none"> <li>• 68% decrease in youth exhibiting monthly aggressive behaviors</li> <li>• 54% decrease in gang-affiliated youth</li> <li>• 100% youth progressed in their goals on their Mutual Accountability Plan (MAP)</li> </ul>
<p>City of Chicago &amp; Juvenile Intervention Support Center (JISC) <i>Restoring Individuals through Supportive Environments (RISE)</i></p> <p>\$66,000 annually</p>	<p>2014; Renewed 2014-present</p>	<p>Reduce violence involvement and improve outcomes for justice-involved males 15-17</p>	<ul style="list-style-type: none"> <li>• Successfully piloted violence reduction project as part of multi-agency collaborative</li> <li>• Worked closely with City on program design</li> <li>• Selected for project renewal and expansion</li> </ul>

## Section G: Qualifications of the Proposer

BUILD is currently well prepared for Safe Space-Safe Play implementation and oversight, as evidenced by its performance administering its current JAC grant and programs serving similar populations listed above. BUILD has a current Chicago Limited Business License #2196149.

	Reference 1	Reference 2	Reference 3
<b>Contact Person</b>	<b>Monica Dunleavy-Gerster</b>	<b>Mandee Polonsky</b>	<b>Kathleen Cangemi</b>
<b>Organization</b>	Chicago Department of Family Support Services	United Way of Metropolitan Chicago	Blue Cross Blue Shield of Illinois
<b>Address</b>	1615 W. Chicago Ave, 5th Floor, Chicago, IL 60622	333 S. Wabash Ave., Chicago, IL 60604	300 E. Randolph Street Chicago, IL 60601-5099
<b>Phone Number</b>	(312) 743-1515	(312) 906-2268	(312) 653-8412
<b>Email Address</b>	monica.dunleavy-gerster@cityofchicago.org	Mandee.Polonsky@uw-mc.org	kathleen_cangemi@bcbsil.com
<b>Project Amount</b>	\$135,000	\$213,300	\$50,000
<b>Project Name</b>	Gang/Violence Intervention	Education & Health/Wellness	BUILDing Healthy Futures: Health & Wellness
<b>Project Description</b>	The City of Chicago awarded BUILD to work with gang-affiliated youth to decrease their negative behaviors and assist them in making healthy decisions. BUILD has been working with this project for over 10 years.	United Way of Metropolitan Chicago funds BUILD to provide middle-school education and prevention and health and wellness services to young people on Chicago's West side.	Enables BUILD to provide youth with evidence-based, behavioral health interventions; health and wellness curriculum; referral coordination with primary care providers and clinical partners; and wraparound services.



## Section I: Key Personnel

### **Adam M. Alonso, MSW, *Executive Director***

Adam joined BUILD in March 2015 with over 20 years of non-profit and youth development experience, previously serving as Director of the Illinois Welcoming Center for Immigrants and Refugees, Director of Community Engagement for the United Way of Metropolitan Chicago, Director of Youth Services at Casa Central and Director of Youth Services at Illinois Action for Children. Adam founded Corazón Community Services, a youth-oriented non-profit agency in Cicero, growing it from an all-volunteer, \$5,000 budget organization to a 40-staff agency with a \$2,000,000 budget over a ten-year period. Adam holds a BA in Latin American Studies from the University of Chicago, a Masters in Social Work from Loyola University-Chicago, and a Certificate in Nonprofit Management from Notre Dame. His expertise includes: juvenile reintegration program management, high-risk youth services, organizational development, and nonprofit management. Adam is responsible for BUILD's strategic direction and for overseeing BUILD Directors and Managers to ensure the proper implementation of Project BUILD.

### **TBD, *Director of Program Services***

Position is not yet filled, but is not contingent on grant award. Please see attached job description.

### **Gersley Kendricks, *Manager of Community Engagement and Strategic Partnerships***

Gersley has worked with BUILD in various capacities since 1989 and has over 25 years of youth development experience including serving as Director of Employment Services for Lawrence Hall Youth Services and Program Director for the Boys and Girls Clubs of Chicago. He holds a BA in Applied Behavioral Sciences and an Accounting Certificate. His expertise includes:

## **Section I: Key Personnel**

program management, resource development, and direct services delivery in social service settings. Gersley is responsible for outreach to community partners, establishing and maintaining strategic partnerships in the communities BUILD serves, and maintaining relationships with stakeholders such as government officials, schools, local clergy, and other community organizations, including those partnering in Project BUILD.

### **Jamey Makowski, *Manager of Program Development and Compliance***

Jamey joined BUILD in 2001 and has worked with at-risk youth for more than 13 years. She holds a Youth Development Practitioner Certificate from Harold Washington College as well as a certification in Advanced Youth Development. Her expertise includes: community development; database management; and leadership development. As Manager of Program Development and Compliance, Jamey is responsible for maintaining programmatic data and ensuring programs meet all guidelines and work toward established goals and objectives.

### **Martin Anguiano, *Manager of Intervention Services***

Martin began his career at BUILD in 1994 as a Program Coordinator, and then became Coordinator of Educational Outreach Services, where he administered college and career programming for BUILD youth. As Manager of Intervention Services, he oversees BUILD services to young people involved in, or at risk for involvement in, gangs and the juvenile justice system. His expertise includes: Positive Youth Development, Balanced and Restorative Justice, and Gang/Violence Remediation. Martin holds a B.A. in Psychology from the University of Illinois at Chicago.

## Section I: Key Personnel

### **Deion Geiger, *Intervention Specialist***

Deion came to BUILD in 2015 with 2 years of youth development experience. He holds a AA in Business Administration from Olive Harvey College. His expertise includes: enrollment assistance, reentry case management, and youth programming. Deion is responsible for providing community reintegration, education, and employment support services directly to a cohort of youth and completing regular reports.

### **Mike West, *Prevention Specialist***

Mike joined BUILD in 2010 as a Youth Development Specialist. He holds a A.A. from Triton College.

**Angella Roberts-Smith, Manager of Prevention Services.** Angella came to BUILD in 2011 and has over four years of experience working with at-risk youth. She received her Bachelor of Arts in Business Management and Psychology from Chicago State University. Her expertise includes: peer mediation; conflict resolution; and crisis management. Additionally, she is instrumental in the coordination of out-of-school programming.

**Ricardo Miranda, Manager of Arts Academy Programs.** Ricardo has been with BUILD for over 7 years and brings with him deep experience in working with at-risk youth. His career has included working with youth in education supports, providing intervention services and in the arts, hosting various art shows and leading various arts classes for children and youth.

## Section I: Key Personnel

**Heriberto “Coco” Calixto, Sports Coordinator.** Coco has spent thirty years with BUILD, first as a youth participant and later as a youth worker. He is the site coordinator for the youth center and brings a wealth of experience working with youth, extensive knowledge about communities and resources within them. He has helped change the lives of hundreds of the hardest to serve youth within the communities BUILD serves.

**Adolfo Tolavo, *Creative Arts Assistant***

Adolfo is a former BUILDer who just joined the staff as a Creative Arts Assistant, assisting Ricardo Miranda. See Job Description.

**TBD, Seasonal Art Instructors**

See Job Description

**TBD, Seasonal Sports Instructors**

See Job Description

EXHIBIT 2

SCHEDULE OF COMPENSATION

## Appendix I - Budget Form

Applicants are required to complete and submit this Budget Form and a corresponding Budget Narrative Form in addition to the required technical proposal (program narrative). Both electronic and hard copies of the Budget Form and Budget Narrative Form are required. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category listed below. Please enter the grant funds you are requesting under "Requested JAC Grant Funds" and enter any additional contributions your agency is making to the proposed project (encouraged - but not required) under "Applicant Share." The sum of your "Requested JAC Grant Funds" cannot exceed the maximum funding amount specified in the Request for Proposals. Please note that a line item detail is required for each Contractor/Partner agency who will have a substantial role in the project and who is being allocated a portion of grant funds (see Consultants/Contracts line item below and Tabs 2 through 6 of this workbook).

<b>Applicant Organization Name:</b>	BUILD, Inc.		
<b>Project Name:</b>	Safe Space-Safe Play Initiative		
<b>Budget Contact Person:</b>	Wanda Rodriguez	<b>Phone:</b> 773-413-3803	<b>Email:</b> wandarodriguez@buildchicago

Name (Indicate if Salaried or Hourly)	Position Title	Annual Rate (if Salaried) Hourly Rate (if Hourly)	% Time (if Salaried) # Hours (if Hourly)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
TBD	Director of Program Services	\$70,000.00	0.25	\$17,500.00	\$17,500.00	
Jamey Makowski	Manager of Program Development and Compliance	\$47,380.00	0.10	\$4,738.00	\$4,738.00	
Gresley Kendrick	Manager of Community Engagement and Strategic Partnerships	\$42,436.00	0.10	\$4,243.60	\$4,243.60	
Ricardo Miranda	Manager of Arts Academy	\$33,990.00	0.30	\$10,197.00	\$10,197.00	
Adolfo Tolayo	Creative Art Assistant	\$16,068.00	0.25	\$4,017.00	\$4,017.00	
TBD	Seasonal Art Instructors	\$6,000.00	1.00	\$6,000.00	\$6,000.00	
Heriberto Caxilto	Sports Coordinator	\$33,990.00	0.50	\$16,995.00	\$16,995.00	
TBD	Seasonal Sports Instructors	\$6,000.00	1.00	\$6,000.00	\$6,000.00	
Delon Geiger	Intervention Specialist	\$28,829.00	1.00	\$28,829.00	\$28,829.00	
Angella Roberts-Smith	Manager of Prevention Services	\$41,200.00	0.25	\$10,300.00	\$10,300.00	
Mike West	Prevention Specialist	\$30,900.00	0.50	\$15,450.00	\$15,450.00	
<b>Total Personnel:</b>				<b>\$124,269.60</b>	<b>\$124,269.60</b>	<b>\$0.00</b>

FRINGE BENEFITS						
Name	Title	Cost Allocated to Project	Fringe Rate (%)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
All Budgeted Personnel	All Budgeted Personnel	\$124,269.60	11.00%	\$13,669.66	\$13,669.66	

## **Section I: Sub-contracting or Teaming**

This project will involve no subcontracting or teaming; BUILD will be solely responsible for its implementation.

Appendix J - Budget Form									
Total Fringe Benefits						\$13,669.66	\$13,669.66		\$0.00



## Appendix I - Budget Form

TRAVEL

<b>Local Travel</b>						
<b>Purpose</b>	<b>Staff Name</b>	<b>Mileage Rate</b>	<b>No. Miles</b>	<b>Line Item Cost</b>	<b>Requested JAC Grant Funds</b>	<b>Applicant Share</b>
Travel from Site to Site, Home Visits	Deion Greiger	0.54	240.00	\$129.60	\$129.60	
<b>Out of Town Travel</b>						
<b>Purpose and Person(s) Travelling</b>	<b>Airfare</b>	<b>Lodging</b>	<b>Per Diem</b>	<b>Line Item Cost</b>	<b>Requested JAC Grant Funds</b>	<b>Applicant Share</b>
<b>Total Travel:</b>				<b>\$129.60</b>	<b>\$129.60</b>	<b>\$0.00</b>

## EQUIPMENT

Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Equipment					\$0.00	\$0.00

## MATERIALS & SUPPLIES

Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Program Supplies (art supplies, journals, board games, footballs, softballs, banners, etc...)	Will be used for program related in-school, after-school, and out-of-school youth activities.	\$5,555.29	4	\$22,221.16	\$22,221.16	
Office Supplies (pen, paper, staples, etc..)	Will be used by staff to facilitate day to day program	\$1,000.00	4	\$4,000.00	\$4,000.00	
Training Supplies (art and sports books or literature, and other training aids)	Will be used for program related in-school, after-school, and out-of-school training for youth.	\$200.00	4	\$800.00	\$800.00	

Appendix I - Budget Form						
CONSULTANTS/CONTRACTS (NOTE: A COMPLETED "CONTRACTOR/PARTNER BUDGET LINE ITEM DETAIL" FORM MUST BE COMPLETED AND INCLUDED FOR EACH CONTRACTOR/PARTNER AGENCY WHO WILL HAVE A SUBSTANTIAL ROLE IN THE PROJECT AND WHO IS ALLOCATED A PORTION OF GRANT FUNDS.) MULTIPLE COPIES OF THE FORM ARE INCLUDED HERE - CLICK THE "CONTRACTOR BUDGET DETAIL" TABS OF THIS WORKBOOK TO ACCESS THE FORM.						
Description of Services to be Provided	Consultant or Contractor/Partner Agency	Hourly Rate	Budgeted Hours	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Total Consultants/Contractors				\$0.00	\$0.00	\$0.00
OTHER DIRECT COSTS						
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
In-house Printing	Printing of Flyers and other program related material	\$750.00	4	\$3,000.00	\$3,000.00	
Background Checks	Finger-print of staff is part of our screening process to ensure qualified staff are working directly with youth.	\$40.00	4	\$160.00	\$160.00	
CPR Training	10 youth will receive CPR training as part of life-skill development.	\$35.00	10	\$350.00	\$350.00	
Field-trips (Arts/Sporting and Recreational Events) Transportation, Admission and food	Youth will attend 6 scheduled field-trips For many of the youth the field-trip will be a new experience that will foster their development.	\$1,900.00	6	\$11,400.00	\$11,400.00	
Total Other Direct Costs				\$14,910.00	\$14,910.00	\$0.00
TOTAL DIRECT COSTS				\$180,000.02	\$180,000.02	\$0.00
INDIRECT COST						
Indirect Cost Elements	Explanation of How Costs are Calculated	Line Item Cost	Requested JAC Grant Funds	Applicant Share		
Overhead Cost	Based on our current Federal approved in-direct cost less .02	\$19,999.98	\$19,999.98			

Appendix I - Budget Form						
CONSULTANTS/CONTRACTS (NOTE: A COMPLETED "CONTRACTOR/PARTNER BUDGET LINE ITEM DETAIL" FORM MUST BE COMPLETED AND INCLUDED FOR EACH CONTRACTOR/PARTNER AGENCY WHO WILL HAVE A SUBSTANTIAL ROLE IN THE PROJECT AND WHO IS ALLOCATED A PORTION OF GRANT FUNDS.) MULTIPLE COPIES OF THE FORM ARE INCLUDED HERE - CLICK THE "CONTRACTOR BUDGET DETAIL" TABS OF THIS WORKBOOK TO ACCESS THE FORM.						
Description of Services to be Provided	Consultant or Contractor/Partner Agency	Hourly Rate	Budgeted Hours	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Total Consultants/Contractors				\$0.00	\$0.00	\$0.00
OTHER DIRECT COSTS						
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
In-house Printing	Printing of Flyers and other program related material	\$750.00	4	\$3,000.00	\$3,000.00	
Background Checks	Finger-print of staff is part of our screening process to ensure qualified staff are working directly with youth.	\$40.00	4	\$160.00	\$160.00	
CPR Training	10 youth will receive CPR training as part of life-skill development.	\$35.00	10	\$350.00	\$350.00	
Field-trips (Arts/Sporting and Recreational Events) Transportation, Admission and food	Youth will attend 6 scheduled field-trips For many of the youth the field-trip will be a new experience that will foster their development.	\$1,900.00	6	\$11,400.00	\$11,400.00	
Total Other Direct Costs				\$14,910.00	\$14,910.00	\$0.00
TOTAL DIRECT COSTS				\$180,000.02	\$180,000.02	\$0.00
INDIRECT COST						
Indirect Cost Elements	Explanation of How Costs are Calculated	Line Item Cost	Requested JAC Grant Funds	Applicant Share		
Overhead Cost	Based on our current Federal approved in-direct cost less .02	\$19,999.98	\$19,999.98			

Appendix I - Budget Form			
TOTAL INDIRECT COSTS	\$19,999.98	\$19,999.98	\$0.00
		Requested JAC Grant Funds	Applicant Share
GRAND TOTAL		\$200,000.00	\$0.00

**Appendix I - Budget Form**

Total Materials & Supplies	\$27,021.16	\$27,021.16	\$0.00
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## Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled "Budget Guidance" is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council's specifications.

<b>Applicant Organization Name:</b>	BUILD, Inc.		
<b>Project Name:</b>	Safe Space-Safe Play Initiative		
<b>Budget Contact Person:</b>	Wanda Rodriguez	<b>Phone:</b>	773-413-3803
<b>Contact Person's Email:</b>	wandarodriguez@buildchicago.org		

**NOTE:** Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

### **BUDGET CATEGORY – PERSONNEL**

List each position by title and name of employee if available. Explain each position's role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

**Director of Program Services – (TBD)** - This position will be on-boarded in July. The Director of Programs will oversee and coordinate program implementation and submit required reports. (Annual Salary \$70,000.00 \* 25% of time = \$17,500.00)

**Manager of Program Development and Compliance** (Jamey Makowski) - This is an existing position. The Manager of Program Development and Compliance will ensure the integrity of reporting, oversee the program database, and ensure programming aligns with contract. (Annual Salary \$47,380 \* 10% of time = \$4,738.00)

**Manager of Community Engagement and Strategic Partnership** (Gersley Kendricks) – This is an existing position. The Manager of Community Engagement and Strategic Partnerships will engage Austin community stakeholders and organizations to raise awareness of BUILD events and programs; and collaborate as appropriate. This will specifically include community pop-ups, canvassing and recruiting for BUILD Family Nights. (Annual Salary \$42,436.00 \* 10% of time = \$4,243.60)

**Manger of Arts Academy** (Ricardo Miranda) – This is an existing position. The Manger of Arts will oversee all aspect of the Arts program as well as provide direct service to youth. (Annual Salary \$33,990.00 \* 30% of time = \$10,197.00)

**Creative Art Assistant** (Adolfo Tolayo) – This is an existing position. The Art Assistant works directly with youth in various art projects. (Annual Salary \$16,068.00 \* 25% of time = \$4,017.00)

**Seasonal Art Instructors** (TBD) - This position will be on-boarded throughout the program year. The Art Instructors will provide youth with hands-on instruction for the mural project as well as other art projects. (2 staff \* Annual Salary \$3,000.00 \* 100% = \$6,000.00)

**Sports Coordinator** (Heriberto Calixto) – This is an existing position. The Sports Coordinator will plan and implement all sport programs, leagues and mini-tournaments, as well as provide direct service to youth. (Annual Salary \$33,990.00 \* 50% of time = \$16,995.00)

## Appendix II – Budget Narrative Form

### BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

**Local Travel Cost** cover staff reimbursement for program related travel (trips to program sites, home visits, etc.). Staff is reimbursed .54 cent per mile traveled and mileage was based on previous actual cost for similar program for 12 month period. (2 staff for 120 miles \* .54 cents per mile \* 100%= \$129.60)

**Total Travel Cost \$129.60**

### BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

N/A

### BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

**Program Supplies Cost** will cover supplies for program related in-school, after-school, and out-of-school youth activities which includes Neighborhood Pop-ups, Mini-tournaments, Art projects, Sports, and the Austin Youth Leadership Council. Program supplies will include and not limited to art supplies for art projects, journals for art projects, board games for family nights, softballs for tournaments, footballs for family nights, banners for pop-ups, etc. Cost was based on previous actual cost for similar program for 12 month period (4 purchases of supplies \* \$5,555.29 = \$22,221.16)

**Office Supplies Cost** will be used by staff to facilitate day to day programming. Cost was based on previous actual cost for similar program for 12 month period (4 purchases of supplies \* \$1,000.00 = \$4,000.00)

**Training Supplies Cost** will cover arts, sports, and leadership books or literature, as well as other training aids to be used for program related in-school, after-school, and out-of-school training for youth. Cost was based on previous actual cost for similar program for 12 month period (4 purchases of supplies \* \$200.00 = \$800.00)

**Total Material & Supplies Cost \$27,021.16** (\$22,221.16 + \$4,000.00+ \$800.00)

### BUDGET CATEGORY – CONSULTANT / CONTRACTS

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

N/A

## Appendix II – Budget Narrative Form

**Seasonal Sport Instructors** (TBD) – This position will be on-boarded according to sports seasons. The Sport Instructors will assist with sport tournaments, leagues, mini-tournaments, and recreational sports.  
(2 staff \* Annual Salary \$3,000.00 \* 100% of time = \$6,000.00)

**Intervention Specialist** (Deion Geiger) – This is an existing position. The Intervention Specialist (IS) will provide case management to youth, engage youth in BUILD programming and report on all data related to caseload (Annual Salary of \$28,829.00 \* 100% of time = \$28,829.00)

**Manager of Prevention Services** (Angella Roberts-Smith) – This is an existing position. The Program Manager will oversee the prevention programming at BLOCK 51. (Annual Salary \$41,200.00 \* 25% of time = \$10,300.00)

**Prevention Specialist** (Michael West) – This is an existing position. The Prevention Specialist will help implement the BLOCK 51 prevention programming. (Annual Salary \$30,900.00 \* 50% of time = \$15,450)

**Total Personnel Cost \$124,269.60**

### BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which budgeted positions in the Personnel line will be receive fringe benefits.

**Fringe Benefits** are based on the total salary charged to the grant (\$124,269.60) and include: FICA (7.65% \* \$124,269.60 = \$9,506.62); Workers Compensation (2% \* \$124,269.60 = \$2,485.40); and Unemployment (1.35% \* \$124,269.60 = \$1,677.64). All budgeted positions charged to this grant will receive fringe benefits.

**Total Fringe Benefits Cost \$13,669.66** (\$9,506.62 + \$2,485.40 + \$1,677.64)

## Appendix II – Budget Narrative Form

### BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

**Printing Cost** will cover in-house printing for flyers and hand-outs for family nights, mini-tournaments, etc. Cost was based on previous actual cost for similar program for 12 month period. All print job cost for this grant will be assigned a user id and passcode in order to determine the prorate charge. (Prorated 4 times in the year \* \$750.00 = \$3,000.00)

**Background Checks Cost** will cover finger-print cost for 4 program related staff. This is part of our screening process to ensure only safe and qualified staff work directly with youth. Cost was based on previous actual cost for similar program for 12 month period. (4 staff \* \$40.00 = \$160.00)

**CPR Training Cost** will cover cost to train 10 youth who are part of the youth council or Block 51 as part of life-skill development. Cost was based on previous actual cost for similar program for 12 month period. (10 youth \* \$35.00 = \$350.00)

**Field-trip Cost** will cover the cost for youth program-related scheduled field-trips to, but not limited to; Arts, Sporting and Recreational Events. For many of the youth these field-trip will be an new experience that will foster their development. Cost was based on previous actual cost for similar program for 12 month period (Admission/Transportation/Food \$38.00 per youth \* 50 youth \* 6 fieldtrips = \$11,400.00)

**Total Other Direct Cost \$14,910.00** (\$3,000.00 + \$160.00 + \$350.00 + \$11,400.00)

### BUDGET CATEGORY – INDIRECT COSTS

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

**Overhead Cost** is based on our current approved rate by the Federal Government of 10%. The amount adjusted by .02 to not exceed the maximum of funds that can be requested. (\$200,000.00 max funds \*10% - .02 to keep within max = \$19,999.98)

**Total Indirect Cost \$19,999.98**



**EXHIBIT 3**

**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

BUILINC-01

TROBINSON

DATE (MM/DD/YYYY)

6/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Associated Agencies, Inc 1701 Golf Road #3-700 Rolling Meadows, IL 60008	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (847) 427-8400	<b>FAX (A/C, No):</b> (847) 427-3430
	<b>E-MAIL ADDRESS:</b> assocagencies@associated.cc	
<b>INSURED</b>  B.U.I.L.D., Inc. 5100 W. Harrison Street Chicago, IL 60644	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> New York Marine & General Ins	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			PK201500005305	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AU201500005703	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB201500002384	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC201500007273	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. #1653-15264

Certificate holder, including its officials, employees and agents are listed as additional insured under the General Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

County of Cook, Cook County  
Office of the Chief Procurement Officer  
118 N. Clark St. Room 1018  
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EXHIBIT 4**

**IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM**

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
☐ Disqualification  
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15264	Date: 03/02/2016
Total Bid or Proposal Amount: \$200,000.00	Contract Title: Violence Prevention Intervention and Reduction Demonstration Grant
Contractor: B.U.I.L.D. Incorporated	Subcontractor/Supplier/Subconsultant to be added or substitute: Healthcare Alternative Systems
Authorized Contact for Contractor: Adam M. Alonso, MSW	Authorized Contact for Subcontractor/Supplier/Subconsultant: Marco E. Jacome
Email Address (Contractor): adamalonso@buildchicago.org	Email Address (Subcontractor): mjacome@hascare.org
Company Address 5100 W. Harrison Street (Contractor):	Company Address 2755 W. Armitage Avenue (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60644	City, State and Zip (Subcontractor): Chicago, IL 60647
Telephone and Fax (Contractor) Phone: 773-269-6020 Fax: 773-227-3012	Telephone and Fax (Subcontractor) Phone: 773-252-3100 Fax: 773-252-8945
Estimated Start and Completion Dates (Contractor) 07/01/2016 - 06/30/2017	Estimated Start and Completion Dates (Subcontractor) 07/01/2016 - 06/30/2017

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

B.U.I.L.D. Incorporated  
 Contractor  
 Adam M. Alonso

Name \_\_\_\_\_  
 Executive Director  
 Title \_\_\_\_\_  
 Prime Contractor Signature \_\_\_\_\_ Date 3/2/16

EXHIBIT 5

MBE/WBE UTILIZATION PLAN

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
☐ Disqualification  
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15264	Date: 03/02/2016
Total Bid or Proposal Amount: \$200,000.00	Contract Title: Violence Prevention Intervention and Reduction Demonstration Grant
Contractor: B.U.I.L.D. Incorporated	Subcontractor/Supplier/ Subconsultant to be added or substitute: Christ the King College Preparatory School
Authorized Contact for Contractor: Adam M. Alonso, MSW	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Clement V. Martin
Email Address (Contractor): adamalonso@buildchicago.org	Email Address (Subcontractor): cmartin@ctkjjesuit.org
Company Address 5100 W. Harrison Street (Contractor):	Company Address 5088 West Jackson Blvd. (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60644	City, State and Zip (Subcontractor): Chicago, IL 60644
Telephone and Fax (Contractor) Phone: 773-269-6020 Fax: 773-227-3012	Telephone and Fax (Subcontractor) Phone: 773-261-7505
Estimated Start and Completion Dates (Contractor) 07/01/2016 - 06/30/2017	Estimated Start and Completion Dates (Subcontractor) 07/01/2016 - 06/30/2017

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Space for Project BUILD program operation	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

B.U.I.L.D. Incorporated

Contractor

Adam M. Alonso

Name

Executive Director

Title

Prime Contractor Signature

Date

3/2/16

**CONTRACT NO. 1653-15264B**

**Vendor: BUILD, Inc.**

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.



**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 22, 2016

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Build, Inc..  
Contract No. 1653-15264B  
Violence Prevention, Intervention and Reduction Demonstration Grants  
Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ate

Cc: Kevin Casey, OCPO  
Patrick McPhilmy, JAC



EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyl.gov/ethics-board-of](http://cookcountyl.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

### SECTION 3

#### REQUIRED DISCLOSURES

##### 1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

##### 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

5100 W. Harrison Street Chicago, IL 60644

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

##### 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name B.U.I.L.D. Incorporated

D/B/A: B.U.I.L.D. Incorporated

FEIN NO.: 23-7022085

Street Address: 5100 W. Harrison Street

City: Chicago

State: Illinois

Zip Code: 60644

Phone No.: 773-227-2880

Fax Number: 773-227-3012

Email: build@buildchicago.org

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☒ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) ☒ The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 16.16.223.004.000

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b) ☐ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

**Declaration (check the applicable box):**



I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ]

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Adam Alonso

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

adamalonso@buildchicago.org

E-mail address

Subscribed to and sworn before me  
this 2nd day of March 2016

x Maria TONY

Notary Public Signature

Executive Director

Title

Date

773-269-6020

Phone Number

OFFICIAL SEAL  
My commission ~~4/24/16~~ 4/24/18 **TORRES**  
Notary Public - State of Illinois  
My Commission Expires Apr 24, 2018

Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: B.U.I.L.D. Incorporated

Address of Person Doing Business with the County: 5100 W. Harrison Street Chicago, IL 60644

Phone number of Person Doing Business with the County: 773-227-2880

Email address of Person Doing Business with the County: build@buildchicago.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Adam Alonso Executive Director 773-269-6020 adamalonso@buildchicago.org

5100 W. Harrison Street. Chicago, IL 60644

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

RFP No. 1653-15275

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kevin Casey, Office of the Chief Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Lanetta Haynes Turner, Justice Advisory Council

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.



The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Directors of Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer of Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

Name of Employee of  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

If more space is needed, attach an additional sheet following the above format.

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that any inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and imprisonment.

Signature of Recipient

Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

## SECTION 4

### COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

#### I. Contract Information:

Contract Number: RFP No. 1653-15275

County Using Agency (requesting Procurement): B.U.I.L.D. Incorporated

#### II. Person/Substantial Owner Information:

Person (Corporate Entity Name): B.U.I.L.D. Incorporated

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 23-7022085

Date of Birth: Not-For-Profit

E-mail address: build@buildchicago.org

Street Address: 5100 W. Harrison Street

City: Chicago

State: Illinois

Zip: 60644

Home Phone: (773) 227 - 2880

Driver's License No: N/A

#### III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.



**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_

Date: 3/2/16

Name of Person signing (Print): Adam Alonso

Title: Executive Director

Subscribed and sworn to before me this 2nd day of March, 2016

X Maria Torres  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 5

### CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

#### Execution by Corporation

BUILD, Inc.  
Corporation's Name

(773) 227-2880  
Telephone

[Signature]  
Secretary Signature

HOWARD SCHWARZBACH  
President's Printed Name and Signature

PELRUP@AOL.COM  
Email

2-27-16  
Date

#### Execution by LLC

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Telephone and Email

#### Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Telephone and Email

#### Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

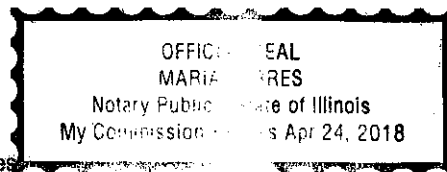
\_\_\_\_\_  
Email

Subscribed and sworn to before me this  
2 day of March 2016.

Maria T. [Signature]  
Notary Public Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1653-15264 B

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT:

\$ 200,000<sup>00</sup>

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

*Not required*

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

Date

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 29 2016